

McNAIR LAW FIRM, P.A.
ATTORNEYS AND COUNSELORS AT LAW

MADISON OFFICE BUILDING / SUITE 400
1155 FIFTEENTH STREET, NORTHWEST
WASHINGTON, DC 20005

TELEPHONE 202/659-3900
FACSIMILE 202/659-5763

CHARLESTON OFFICE
140 EAST BAY STREET
POST OFFICE BOX 1431
CHARLESTON, SC 29402
TELEPHONE 803/723-7831
FACSIMILE 803/722-3227

COLUMBIA OFFICE
NCNB TOWER
1301 GERVAIS STREET
POST OFFICE BOX 11390
COLUMBIA, SC 29211
TELEPHONE 803/799-9800
FACSIMILE 803/799-9804

GEORGETOWN OFFICE
121 SCREVEN STREET
POST OFFICE DRAWER 418
GEORGETOWN, SC 29442
TELEPHONE 803/546-6102
FACSIMILE 803/546-0096

GREENVILLE OFFICE
NCNB PLAZA
SUITE 801
7 NORTH LAURENS STREET
GREENVILLE, SC 29601
TELEPHONE 803/271-4940
FACSIMILE 803/271-4015

HILTON HEAD ISLAND OFFICE
McNAIR LAW BUILDING
10 POPE AVENUE EXECUTIVE PARK
POST OFFICE DRAWER 7787
HILTON HEAD ISLAND, SC 29938
TELEPHONE 803/785-5189
FACSIMILE 803/785-3029

RALEIGH OFFICE
RALEIGH FEDERAL BUILDING
ONE EXCHANGE PLAZA
SUITE 810
POST OFFICE BOX 2447
RALEIGH, NC 27602
TELEPHONE 919/890-4190
FACSIMILE 919/890-4180

**ORIGINAL
FILE**

RECEIVED

September 8, 1992

SEP - 8 1992

Ms. Donna R. Searcy
Secretary
Federal Communications Commission
Washington, D.C.

Federal Communications Commission
Office of the Secretary

Re: Alexander Snipe, Jr.
d/b/a Glory Communications
MM Docket No. 92-184
South Congaree, South Carolina

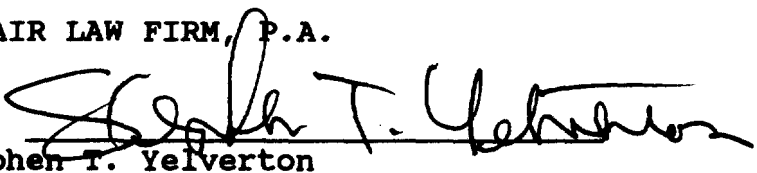
Dear Ms. Searcy:

Enclosed for filing on behalf of Alexander Snipe, Jr.,
d/b/a Glory Communications and Valentine Communications, Inc. are
an original and six (6) copies of a "Joint Request for Approval of
Settlement Agreement."

Please contact the undersigned in our Washington, D.C.
office.

Respectfully submitted,

MCNAIR LAW FIRM, P.A.

By: 
Stephen T. Yelverton
Attorneys for Alexander Snipe, Jr.
d/b/a Glory Communications

Searcy.ltr
020888.00001

No. of Copies rec'd 0+6
List A B C D E

SEP - 8 1992

Federal Communications Commission
Office of the Secretary

File No. BPH-910228MD

- (1) Approve the settlement reached by and between Valentine and Snipe, as set forth in the attached "Settlement Agreement" (Attachment 1) (hereinafter, "Settlement Agreement");
- (2) Authorize reimbursement of the expenses of Valentine in the preparation and prosecution of its application, in the amount of \$20,000, and
- (3) Dismiss the application of Valentine.

In support whereof, Valentine and Snipe state as follows:

1. The applications of Valentine and Snipe propose new FM broadcast stations to operate on the same FM channel at South Congaree, S.C. Being mutually exclusive, in the normal course the applications would be required to be litigated in hearing to determine which one of them should be granted and which denied. However, they have agreed to settle and eliminate that conflict pursuant to the Settlement Agreement (Attachment 1).

2. Attachments 2 and 3 are the requisite Declarations by Valentine and Snipe (1) attesting that neither of their applications was filed for the purpose of reaching or consummating a settlement agreement and (2) stating reasons showing that approval of the Settlement Agreement (Attachment 1) and effectuation thereof would serve the public interest. As stated in those Declarations, the Settlement Agreement will serve the public interest in that, upon effectuation, it will allow grant of the application of Snipe, minimizing the cost thereof to the applicants and the Commission. In addition, the settlement will expedite the provision of a new broadcast service there.¹

3. Authorization also is requested for the reimbursement by Snipe (in the event of grant of his application and at the time and on the conditions in the Settlement agreement set forth) of the expenses of Valentine in the preparation and

¹Dismissal of the application of Valentine raises no question under Sec. 73.3535(c) of the Rules, relating to the fair, efficient and equitable distribution of radio service, since the remaining application is for a station at the same community.

prosecution of its application, in the amount of \$20,000.² Attachment 2 lists the costs reasonably and prudently incurred by Valentine in these matters and is supported by the attached declaration of its legal counsel respecting its charges.

WHEREFORE, Valentine and Alexander Snipe, Jr., respectfully submit that good cause has been shown for approval of the Settlement Agreement, authorization for reimbursement of the expenses of Valentine in the amount of \$20,000, and dismissal of the application of Valentine.

Respectfully submitted,

MCNAIR LAW FIRM, P.A.

By: 

Stephen T. Yelverton

Attorneys for Alexander
Snipe, Jr., d/b/a Glory
Communications, Inc.

1155 15th St., N.W.

Suite 400

Washington, D.C. 20005

Telephone: (202) 659-3900

²This is exclusive of the hearing fee paid in the amount of \$6,760, which Valentine will be request be refunded by the Commission.

LUKAS, MCGOWAN NACE & GUITIERREZ

By: Maigui K. Conner for
George L. Dyon, Jr.
Attorneys for Valentine
Communications, Inc.
1819 H St., N.W.
Suite 700
Washington, D.C. 20006
Telephone: (202) 857-3500

September 8, 1992

jntmot.ylt
020888.00001

SETTLEMENT AGREEMENT
FOR
DISMISSAL OF COMPETING APPLICATION

THIS AGREEMENT, by and between Alexander Snipe, Jr., on the one hand, and Valentine Communications, Inc. on the other (hereinafter, "Settlement Agreement").

W I T N E S S E T H:

WHEREAS, Alexander Snipe, Jr., d/b/a Glory Communications (hereinafter, "Snipe"), on the one hand, and Valentine Communications, Inc. (hereinafter, "Valentine"), on the other, have applications pending before the Federal Communications Commission (hereinafter, "Commission") for construction permit for a new frequency modulation (FM) broadcast station to operate at South Congaree, South Carolina (hereinafter, "South Congaree"), under File Nos. BPH-910228MC and BPH-910228MD, respectively;

WHEREAS, the foregoing applications of Snipe and Valentine, are for the same FM channel at South Congaree and, as a result, are mutually exclusive under the rules of the Commission such that only one of them can be granted and, accordingly, pursuant to the Communications Act of 1934, as amended the two mutually exclusive applications have been designated for evidentiary hearing to determine which one of them should be granted and which denied, and

WHEREAS, Snipe and Valentine believe that it would serve the public interest to settle and terminate the aforesaid conflict insofar as it involves them, thereby reducing the expense and burden to the Commission of evidentiary hearing proceedings, as well as expediting the provision of a new local broadcast service to South Congaree.

NOW, THEREFORE, IT IS AGREED AND CONTRACTED, by and between Snipe and Valentine, in consideration of their several promises and undertakings hereinafter set forth, the parties intending to be legally bound, as follows:

1. Commission Approval. This Settlement Agreement is subject to the prior approval of the Commission and will not be effectuated until such approval has been received.

2. Request for Dismissal of Application. Valentine will request dismissal of its application. This undertaking is unconditional and severable from the provisions for reimbursement stated in paragraph 3, infra, in the event the Commission should disapprove the provisions of the said paragraph 3 in whole or in part (including approval of less than the full amount of reimbursement to be paid), provided, that Valentine shall have the unrestricted right to file all documents and representations, to the best of its ability, to meet any question or objection by the Commission relating to the provisions of the said paragraph 3.

3. Reimbursement to Valentine. In the event, and subject to the following conditions precedent occurring:

(a) A Final Order (as hereinafter defined) of the Commission approving this Settlement Agreement and dismissing the application of Valentine.

(b) A Final Order granting the application of Snipe for construction permit for an FM broadcast station to operate on an FM channel assigned to South Congaree (hereinafter, "Station"), Snipe will pay to Valentine the sum of Twenty Thousand Dollars (\$20,000.00), or such part thereof as is authorized by the Commission as reimbursement of Valentine's expenses incurred in the preparation and prosecution of its application. "Snipe" as used in subparagraph (b) supra, includes any entity in which Snipe holds any ownership interest or has the right or obligation to acquire an ownership interest; it also includes an individual person or persons as to whom Snipe has the right to require formation of an entity in which he may or will hold an ownership interest.

4. Payment of Reimbursement. Payment by Snipe pursuant to paragraph 3, supra, shall be paid within five (5) business days after grant of Snipe's application becomes final. The settlement amount shall be placed in an escrow account at a Federal insured bank within five (5) business days after signing this agreement.

5. Request for Commission Approval.

(a) Within five (5) days after entry into effect of this Settlement Agreement, the parties will file it with the Commission,

together with a joint request for its approval (including approval of the reimbursement of expenses agreed in paragraph 3, supra).

(b) The costs of preparing this Settlement Agreement and the joint request pursuant to subparagraph (a), supra, (other than the costs of preparation of documents required from Valentine and of review and other actions of counsel to Valentine desired by Valentine) shall be born by Snipe. Each party promptly will provide at his or its expense information and documents pertaining to him or it which, from time to time, may be requested by the Commission, or necessary or appropriate to expeditiously securing the actions, by Final Order, by the Commission pursuant to paragraphs 2 and 3, supra.

6. Reconsideration, Review or Appeal by the Parties.

Neither party is obliged to file or join in the prosecution of any request for reconsideration, review or appeal, or to actively oppose reconsideration, review or appeal, or actively participate in any such proceeding. Each party, however, will cooperate in such action by the other party directed to securing approval of this Settlement Agreement and the actions contemplated by paragraphs 2 and 3, supra, by Final Order.

7. Definitions. "Order" means a written authorization, determination, denial, grant, ruling or other action by the Commission. Order includes multiple orders relating to related subjects. Commission includes persons acting for the Commission by delegated authority. "Final Order" means an Order with respect

to which the time for any and all requests for reconsideration, review or appeal, and for reconsideration or review by the Commission on its own motion, has expired. The definitions in this paragraph are in addition to other definitions stated elsewhere in this Settlement Agreement.

8. Notices and Communications. Any notification or communication relating to this Settlement Agreement shall be deemed given when delivered in writing, addressed as follows, at the address specified below, or when deposited in the U. S. Mail, first class, return receipt requested, addressed as follows.

IF TO SNIPE: Alexander Snipe, Jr.
820 Royal Tower Drive
Irmo, SC 29063

IF TO VALENTINE: Terry Hicks
Pavilion Towers
Apt. 1044
Columbia, SC 29201

Either party may change its address for notifications or communications at any time by notice to the other given in accordance with paragraph.

9. Counterparts; Effective Date. This Settlement Agreement may be signed in counterparts with like force and effect as if all signatures were upon all copies. This Settlement Agreement shall come into effect upon the exchange of executed Signature Pages by the parties, which may be effectuated by their communications legal counsel. The date of such exchange shall be noted on the Signature Pages at the exchange thereof.

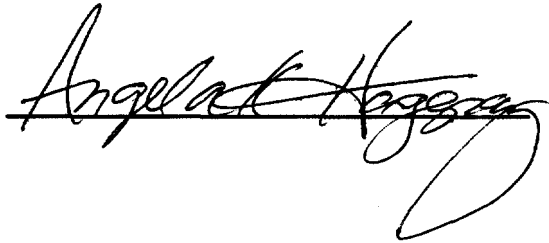
10. Entire Agreement. This Settlement Agreement constitutes the entire contract of the parties and sets forth all consideration by and between them.

AGREED AND CONTRACTED, in witness whereof the parties have executed this Settlement Agreement on the Signature Page which follows.


SIGNATURE PAGE

To That Certain Settlement Agreement
for
Dismissal of Competing Application
By and Between
Alexander Snipe, Jr., d/b/a Glory Communications
and
Valentine Communications, Inc.

WITNESSES:



**ALEXANDER SNIPE, JR.
d/b/a GLORY COMMUNICATION:**


Alexander Snipe, Jr.
9/5/92

VALENTINE COMMUNICATIONS, INC.

**Terry Hicks
President**

SIGNATURE PAGE

To That Certain Settlement Agreement
for
Dismissal of Competing Application
By and Between
Alexander Snipe, Jr., d/b/a Glory Communications
and
Valentine Communications, Inc.

WITNESSES:

ALEXANDER SNIPE, JR.
d/b/a GLORY COMMUNICATION:

Morteza. AmirKhani

Alexander Snipe, Jr.

VALENTINE COMMUNICATIONS, INC.

Morteza. AmirKhani

Signature verification for
Terry Hicks


Terry Hicks
President

DECLARATION RE SETTLEMENT AGREEMENT

My name is Terry Hicks. I am the President of Valentine Communications, Inc. which is an applicant for construction permit for a new frequency modulation (FM) broadcast station at South Congaree, South Carolina.

Valentine has entered a Settlement Agreement for Dismissal of Competing Application (hereinafter, "Settlement Agreement") with Alexander Snipe, Jr., d/b/a Glory Communications (hereinafter, "Snipe"), mutually exclusive applicant under File No. BPH-910228MC. It calls for dismissal of the application of Valentine and, subject to certain conditions precedent, reimbursement by Snipe of Valentine's expenses reasonably and prudently incurred in the preparation and prosecution of its application an amount not exceeding \$20,000.00.

The Settlement Agreement states the entire agreement of the parties and all consideration of any and every type and character to be paid by Snipe to Valentine with respect to the dismissal of the application of Valentine.

Attachment A hereto lists expenses reasonably and prudently incurred by Valentine for the foregoing purposes, totalling \$20,000.00.¹ Pursuant to the Settlement Agreement, Valentine requests the Commission approve and authorize reimbursement to be paid to it in that amount.

¹Exclusive of the hearing fee paid by Valentine, which it will request by reimbursement by the Commission.

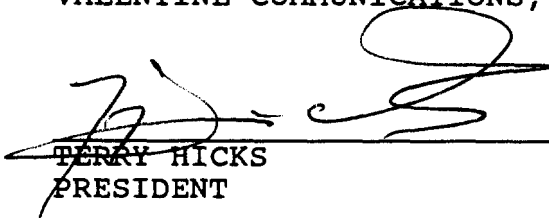
Approval of the Settlement Agreement and dismissal of the application of Valentine will simplify hearing on the application of Snipe and the remaining competing application for the FM channel at South Congaree, minimizing the cost thereof to the applicants and the Commission, and expedite the provision of a new broadcast service at South Congaree.

The application of Valentine was not filed for the purpose of entering or effectuating a settlement, including that represented by the instant Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed September 6th, 1992.

VALENTINE COMMUNICATIONS, INC.


TERRY HICKS
PRESIDENT

Attachment A

VALENTINE COMMUNICATIONS, INC.
EXPENSES INCURRED IN PROSECUTION OF FM APPLICATION

Charles J. Thompson Knoxville, Tennessee	Preparation of FM Application \$8,200.00	
	FCC Filing Fee	2,030.00
	S.C. Corporation Registration	110.00
	Thompson Total	\$10,340.00
H. Wayne Unger, Jr. Attorney at Law Walterboro, S.C.	9/8/92 \$299.25 9/3/92 451.50 8/14/92 602.70	
	Unger Total	1,353.45
Lukas, McGowan, Nace & Gutierrez, Chartered Washington, D.C.	FCC Counsel	7,751.31
Sherrill & Rogers, PC Columbia, S.C.	Local Counsel	387.50
State-Record, Inc Columbia, S.C.	Publication of Local Public Notice	243.00
Federal Communications Commission Washington, D.C.	Hearing Fee	6,760.00
Miscellaneous expenses	Long Distance \$100.00 Facsimile fees 15.00 U.S. Air Express 52.00	
	TOTAL	\$27,002.26

STATEMENT FOR SERVICES RENDERED
MARCH 4, 1991
DUE UPON RECEIPT

RE: VALENTINE COMMUNICATIONS, INC.
FCC FM (301) Application for South Congaree, SC

Securing an acceptable application partner; legal services sub-contracted; engineering services sub-contracted; securing an acceptable proposed tower site; reimbursement on FCC filing fee (\$2,030.00); reimbursement on corporation filing fee to State of South Carolina (\$110.00); and overall discussion and oversight relative to preparation of FCC form 301 for South Congaree, South Carolina.

FM Application	\$8,200.00
FCC Filing Fee	2,030.00
SC Corporation	
Requisition	<u>110.00</u>
Registration	\$10,340.00
	<u>-4,100.00</u>
	6,240.00

← Total fee charged

THANK YOU FOR ALLOWING US TO BE OF SERVICE. PLEASE SUBMIT PAYMENT
TO CHARLES J. THOMPSON, 9414 CONTINENTAL DRIVE, KNOXVILLE, TN
37922.

IN ACCOUNT WITH
H. WAYNE UNGER, JR., ATTORNEY
P. O. DRAWER 1048
WALTERBORO, SOUTH CAROLINA 29488
TAX I.D. NUMBER: 57-0789000

September 8, 1992

Mr. Robert B. Glenn, DMD
1133 North Jefferies Blvd.
Walterboro, SC 29488

Re: Valentine Communications, Inc.
Our File No: 91-079

FOR LEGAL SERVICES RENDERED:

FOR ADVANCED COSTS:

Legal Researchers, Inc.	160.00
Henry R. Richardson, Jr.	106.25
Lawyers Title Abstracting	33.00
TOTAL AMOUNT DUE TO DATE	299.25

HWUjr:lv

IN ACCOUNT WITH
H. WAYNE UNGER, JR., ATTORNEY
P. O. DRAWER 1040
WALTERBORO, SOUTH CAROLINA 29488
TAX ID. NUMBER: 87-0789000

September 3, 1992

Mr. Robert B. Glenn, DMD
1133 North Jefferies Blvd.
Walterboro, SC 29488

Re: Valentine Communications, Inc.
Our File No: 91-079

FOR LEGAL SERVICES RENDERED:

8-24-92	Review of draft letter and Corporate minutes, dictating changes	.8	
8-25-92	Conference with Buzz, review of records	.9	
8-27-92	Conference with George Lyon, with Denise One long distance phone call	.8	
9-1-92	Review of Corporate Kit, abstract work and letter, checking on assets and liens	.9	
9-1-92	Conference with abstractor, with Buzz, finalizing documents	.9	
9-2-92	Conference with Buzz, review of file and documents	.6	
Total hours and subtotal		4.90	441.00
Faxes sent			10.50
TOTAL AMOUNT DUE TO DATE			451.50

HWUjr:lv

IN ACCOUNT WITH
H. WAYNE UNGER, JR., ATTORNEY
P. O. DRAWER 1048
WALTERBORO, SOUTH CAROLINA 29488
TAX I.D. NUMBER: 57-0789000

August 14, 1992

Mr. Robert B. Glenn, DMD
1133 North Jefferies Blvd.
Walterboro, SC 29488

Re: Valentine Communications, Inc.
Our File No: 91-079

FOR LEGAL SERVICES RENDERED:

BALANCE BROUGHT FORWARD -		
(5-6-92 and 6-8-92 Bill, copies attached)		319.70
6-27-92	Dictating Corporate Kit	1.3
7-18-92	Review of Corporate kit, dictating changes	.9
8-5-92	Review of Corporate kit	.9
Total hours and subtotal		3.10 279.00
SC Secretary of State		4.00
TOTAL AMOUNT DUE TO DATE		602.70

HWUjr:lv

DECLARATION OF GEORGE L. LYON, JR.

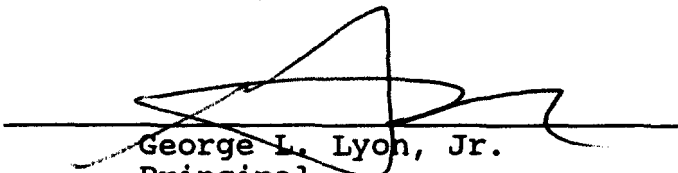
I, George L. Lyon, Jr., principal in the law firm of Lukas, McGowan, Nace & Gutierrez, Chartered, do hereby declare under penalty of perjury the following:

1. I have represented Valentine Communications, Inc., in connection with its application to construct a new FM facility in South Congaree, South Carolina, since December 1991.

2. In connection with that representation, Valentine has incurred \$7,751.31 in fees and expenses with this firm to date. The fees were charged in accordance with our usual and customary procedures, were at or below our normal hourly rates, and were reasonable charges for such representation.

3. The settlement agreement into which Valentine has entered provides for payment of \$20,000. To my knowledge, Valentine has incurred at least this amount of expenses in prosecution of its application.

The foregoing statements are true and correct to the best of my personal knowledge, information and belief, and are proffered in good faith. Executed this 8th day of September, 1992.



George L. Lyon, Jr.
Principal
Lukas, McGowan, Nace &
Gutierrez, Charteres

SHERILL AND ROGERS, PC
POST OFFICE BOX 2628
1338 MAIN STREET
COLUMBIA, SOUTH CAROLINA 29202
57-0913654

March 12, 1991

Billed through 03/08/91

Client Number 000838-00001-001 CLH

VALENTINE COMMUNICATIONS, INC.
C/O STANLEY G. EMERT, JR., ESQUIRE
POST OFFICE BOX 52225
KNOXVILLE, TN 37950-2225

INCORPORATION

FOR PROFESSIONAL SERVICES RENDERED

02/26/91	CONFERENCE WITH DR. GLENN, ET AL
02/26/91	CONFERENCE WITH CLIENTS; PREPARATION OF ARTICLES OF INCORPORATION AND FIRST REPORT TO TAX COMMISSION
02/27/91	FINALIZING DOCUMENTS; FILING DOCUMENTS WITH SECRETARY OF STATE; LETTERS TO ATTORNEY AND INCORPORATOR

Total fees for this matter \$ 537.50

DISBURSEMENTS

02/27/91	FILING FEES	25.00
Total disbursements for this matter		\$ 25.00

BILLING SUMMARY

TOTAL FEES	\$ 537.50
TOTAL DISBURSEMENTS	\$ 25.00
TOTAL CHARGES FOR THIS BILL	\$ 562.50
REDUCTION IN FEES	\$ (175.00)
BALANCE DUE	\$ 387.50

(803) 549-5584

(803) 873-7328

Robert B. Glenn, D.M.D.

713 Carn Street
Walterboro, S.C. 29488

P.O. Box 951
608 Old Trolley Road, Suite 103
Summerville, S.C. 29484

Dear Ms. Blackman,

Enclosed is my check for
243⁰⁰. This is the amount requested
prior to placement of a Public
Notice. This notice was placed
by Mr. Terry Hicks.

It is imperative that
the public notice requested be
filed prior to March 28, 1991.

Your assistance is
appreciated.

Sincerely
Robert B. Glenn

Approved by OMB
3050-0440
Expires 2/28/93

FEDERAL COMMUNICATIONS COMMISSION
FEE PROCESSING FORM

FOR
FCC
USE
ONLY

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I

APPLICANT NAME (Last, first, middle initial)

Valentine Communications, Inc.

MAILING ADDRESS (Line 1) (Maximum 85 characters - refer to instruction (2) on reverse of form)

Lukas, McGowan, Nace & Gutierrez

MAILING ADDRESS (Line 2) (if required) (Maximum 85 characters)

1819 H Street, NW - Suite 700

CITY

Washington, DC

STATE OR COUNTRY (if foreign address)

South Carolina

ZIP CODE

20006

CALL SIGN OR OTHER FCC IDENTIFIER (if applicable)

File No. BPH-910228MD

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY							
(1) <table border="1"><tr><td>M</td><td>W</td><td>R</td></tr></table>	M	W	R	<table border="1"><tr><td>0</td><td>0</td><td>0</td><td>1</td></tr></table>	0	0	0	1	\$ 6,760.00	
M	W	R								
0	0	0	1							

SECTION II — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY							
(2) <table border="1"><tr><td></td><td></td><td></td></tr></table>				<table border="1"><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
(3) <table border="1"><tr><td></td><td></td><td></td></tr></table>				<table border="1"><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
(4) <table border="1"><tr><td></td><td></td><td></td></tr></table>				<table border="1"><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
(5) <table border="1"><tr><td></td><td></td><td></td></tr></table>				<table border="1"><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.			<table border="1"><tr><td>TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING</td></tr><tr><td>\$ 6,760.00</td></tr></table>	TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING	\$ 6,760.00	FOR FCC USE ONLY				
TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING										
\$ 6,760.00										

RECEIVED

DEC 20 1991

Federal Communications Commission
Office of the Secretary

DECLARATION

I, Alexander Snipe, Jr., d/b/a Glory Communications declare that I am an individual applicant for Channel 237A in South Congaree, South Carolina.

Pursuant to a settlement agreement, a copy of which is attached to the Joint Request, Snipe and Valentine Communications, Inc. have agreed that Snipe will pay Valentine its reasonable and prudent expenses of prosecuting its application up to \$20,000.00 as approved by the Commission, in return for dismissal with prejudice of the Valentine application. This payment is contingent upon the grant of my application. Except for the agreement set out in the settlement agreement, I have neither promised nor paid any consideration to Valentine or its principals, or has been promised or received any consideration, in exchange for their promise to dismiss.

I believe that grant of the Joint Request will serve the public interest. It will conserve the resources of the parties and the Commission. Additionally, it will hasten the inauguration of a new commercial FM radio broadcast service to South Congaree, South Carolina, a result which is in the public interest.

I did not file my application for the purpose of securing or carrying out a settlement agreement. Furthermore, I have no basis to believe that Valentine filed its application for such purposes.